PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HIGHER EDUCATION AND TRAINNG					
BID NUMBER:	**DHET179**	CLOSING DATE:	**6 NOVEMBER 2026**	CLOSING TIME:	**11:00**
DESCRIPTION	**THE ALTERATIONS OF THE INDLELA WORKSHOP 19 INTO ARTISAN DEVELOPMENT SPACE, OFFICE SPACE AND MEETING ROOMS BY CONSTRUCTING DRYWALL PARTITIONED CUBICLES FITTED WITH SUSPENDED CEILINGS, ELECTRICAL SUPPLY INCLUDING LIGHTS, SWITCHES, CONNECTION POINTS AND AIR – CONDITIONING.**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

The Director: Demand, Acquisition and Contract Management

Private Bag X174

PRETORIA

0001

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**Tenders@dhet.gov.za**	E-MAIL ADDRESS	**Tenders@dhet.gov.za**

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……
(Proof of authority must be submitted e.g. company resolution)

DATE: ……

higher education & training

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

REQUEST FOR TENDER

TERMS OF REFERENCE FOR THE ALTERATIONS OF THE INDLELA WORKSHOP 19 INTO ARTISAN DEVELOPMENT SPACE, OFFICE SPACE AND MEETING ROOMS BY CONSTRUCTING DRYWALL PARTITIONED CUBICLES FITTED WITH SUSPENDED CEILINGS, ELECTRICAL SUPPLY INCLUDING LIGHTS, SWITCHES, CONNECTION POINTS AND AIR – CONDITIONING.

RFP NUMBER: DHET 179

DATE ISSUED: 05 OCTOBER 2026

CLOSING DATE AND TIME:06 NOVEMBER 2026

at 11:00

BID VALIDITY PERIOD: 240 DAYS.

TENDER BOX ADDRESS:

Department of Higher Education and Training

117 - 123 Francis Baard Street

Pretoria

0002

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TERMS OF REFERENCE FOR THE ALTERATIONS OF THE INDLELA WORKSHOP 19 INTO ARTISAN DEVELOPMENT SPACE, OFFICE SPACE AND MEETING ROOMS BY CONSTRUCTING DRYWALL PARTITIONED CUBICLES FITTED WITH SUSPENDED CEILINGS, ELECTRICAL SUPPLY INCLUDING LIGHTS, SWITCHES, CONNECTION POINTS AND AIR – CONDITIONING.

PART A – INFORMATION ON THE TENDER

1. BACKGROUND

1.1. The Chief Directorate: INDLELA/ NAD within the Skills Development Branch of the Department of Higher Education and Training is intending to appoint a Construction Industry Development Board registered grade 4 or higher contractor for the alterations of the INDLELA Workshop 19 and the establishment of drywall partitioned cubicles fitted with electrical supply, connection points, air – conditioning units, reworked flooring and freshly painted walls in accordance with the building and SANS 10400 regulations to be used for artisan development, office space and meeting rooms.

2. PURPOSE OF THE TENDER

2.1. The purpose of this tender is to appoint a suitably qualified contractor, with experience in alteration projects, has the ability to deliver the mandate on time, within the required budget and possesses the ability to present good workmanship for the state.

2.2. The intention is to appoint a contractor that has completed similar works, with evidence to support the level of knowledge and expertise.

2.3. Once appointed, the contractor is expected to work according to the scope provided, to take down and demolish all existing assets in the workshop, repairing cracked floors and walls, painting walls and floors with an approved substance/material, put up drywall partitioning including doors and windows and install electrical points as indicated in the drawings provided.

3. SCOPE AND DEFINITION OF WORK

3.1. **The Following Alterations will be Implemented as Stage 1 with Reference to Drawing 1**

Demolishing of:

3.1.1. **60** existing half brick partitioned walls of **1,7m** high x **3m** wide associated with electrical elements and remove to the nearest approved dump site of not more than 20 Kilometers.

3.1.2. Existing brick office cabin with an old storage area of **5m** high x **13m** length x **5m** width associated with electrical elements and remove to the nearest approved dump site of not more than 20 Kilometers.

3.1.3. Wooden office cabin of **4m** high x 1**4m** length x **3m** width associated with electrical elements and remove to the nearest approved dump site of not more than 20 Kilometers.

3.1.4. Existing trade assistance brick office cabin of **4m** high x **13m** length x **5m** width with a partition wall associated with electrical elements and remove to the nearest approved dump site of not more than 20 Kilometers.

3.1.5. Existing **9x** concrete plinths of **0,20m** high x **0,50m** length x **0,50m** width and remove to the nearest approved dump site of not more than 20 Kilometers.

3.1.6. Existing **2x** brick storage areas of **2m** high x **2m** length x **2m** and remove to the nearest approved dump site of not more than 20 Kilometers**.**

3.1.7. Existing diesel heater with associated electrical wiring sleeves as well as blanking feed pipes and remove to the storage area to be identified on site.

3.1.8. **Dismantling and disconnecting** of existing plug points as well as electrical conduits where required and remove to the nearest approved dump site of not more than 20 Kilometers**.**

It must be noted that during demolition all exposed electrical power supply sleeves must be protected and safely secured with a PVC conduit tape in a safe and controlled manner and once demolition is completed, all the rubble must be taken to the nearest dumping site not exceeding 20Km in distance.

3.2. Surface Preparation and Levelling Implemented as Stage 1 with Reference to Drawing 1

3.2.1. Break apart and level the raised floor surface of **240** square meters and apply a **20 MPA** concrete screed to achieve a smooth, even, uniform finish also including trimming of high spots and filling of low areas.

3.2.2. Clean the concrete floor surface of **640** square meters with acid wash and repair any cracks with industrial patching compound also apply green epoxy floor paint and demarcate the walkway of **2m** width and **60m** length with red epoxy floor paint.

3.2.3. Remove flaky internal wall paint of **896** square meters with steel brush to clean the wall and to be dust free. To apply two coats of light grey durable water – based paint.

3.2.4. Strip existing deteriorated flaking, loose window paint with steel brush and apply two coats of water based white colour paint to **10** existing windows.

3.2.5. Realign **2x** rainwater down pipes to the galvanized roof covering and fix firm onto the wall to ensure proper connection to secure discharge of stormwater.

3.3. Internal Divisions and Alterations Implemented as Stage 2 with Reference to Drawing 2

The intention under this phase is to install Drywall partitioning to create nine (9) working cubicles of 3.00m Height as stage two with Reference to Drawing 1.

The cubicles will consist of a large front–facing window and one single leaf wooden door, all works to be in accordance with applicable building standards and safety regulations. The competed product includes established cubicles, fully painted and fitted with a fixed window as well as a single door, painted floors and painted windows.

3.3.1. Installation of drywall partitioning to create nine (9) working cubicles of **3.00 m** height to consist of a large front-facing window **(excluding the kitchenette)** and one single leaf wooden door in all of the following cubicles with dimensions.

- Programable Logic Control & Mechatronics Training Cubicle of 47,22m²
- Computer Numerical Control Machine Training Cubicle of 38,67m²
- Internet of Things Machine Training Cubicle of 35,97m²
- Electronic and Electrical Machine Training Cubicle of 49,77m²
- Industrial Robot Training Cubicle of 43,32m²
- Meeting/ Boardroom Cubicle of 23,61m²
- Office Space Cubicle of 27,06m²
- Office Space Cubicle of 15,57m²
- Kitchenette Cubicle of 2,20m²

3.3.2. The Drywall system frames are to be constructed using approved galvanized mild light steel framing system and drywalling. Framing to be steel studs and tracks, securely fixed to floor, walls and floors. Drywalling partitions must be installed to both sides of the steel frame with gypsum plasterboard approved

material (Minimum 12mm thickness). All joints to be taped, skimmed, and finished smoothly. Provide acoustic infill insulation within the partitioned drywalls.

3.3.3. Door frame for each cubicle to be powder coated aluminum and securely fixed to the partition drywall and floors, with a minimum of three heavy–duty steel hinges per cubicle.

3.3.4. Veneered interior door semi-solid with size 813×2032mm to be installed on aluminum frames including lever handle lockset and latch, and door stopper installed per cubicle.

3.3.5. Supply and fit aluminum kick plate 200x800mm to the bottom of the doors on both sides.

3.3.6. Supply and install one large front–facing window per cubicle integrated into the partitioned wall. Windows to be aluminum framed (powder coated) per cubicle. Window size of 1, 20m wide x 2,10m high fitted with clear 6mm toughened and shatterproof glass in accordance with SANS 10400-N Regulation. All edges and junctions to be neatly sealed and finished.

3.3.7. Provide, supply and install kitchenette features comprising of a sink, base cupboard and associated plumbing works including water supply pipes, mixer tap and undercounter 10L water heater or similar.

3.3.8. All installations shall be completed in accordance with SANS 10400-P Regulations, and the Occupational Health & Safety Act.

3.3.9. All works to be in accordance with applicable building standards and safety regulations.

3.3.10. The complete product will be an established partitioned drywall cubicle, fully painted and fitted with a fixed window as well as a single door, painted floors and painted windows.

3.4. Finishes

Apply one coat primer and two coats gloss paint in grey with a 10-year guarantee to all sides of the partitioned walls. Apply two coats of oil–based paint in a dark colour and apply to eight (8) wooden doors for each cubicle.

3.4.1. **Ceiling system**

Installation of a suspended gypsum ceiling board of 640 square meters above the ground level of 6 meters securely fixed to the structural steel roof members. The system shall have an install perimeter angle trims fixed neatly to all partition walls, all ceiling boards to be installed flush, level, and free of damages ensuring that the level of the frames and suspension system is aligned.

The system must comprise of galvanized steel main tees, cross tees, hangers, and perimeter trims and the characteristic of the ceilings should be acoustic (providing a sound absorption ability), suitable for an industrial environment, be moisture–resistant and easy to remove for maintenance and replacement activities.

Coordinate ceiling installation with existing and new services, including electrical, fire detection, ventilation, and data services. Provide access panels where required for maintenance of services above the ceiling.
Supply and install dry powder fire extinguishers with Arrow ABS Signs 190mm and backing board with brackets.
Supply and install fire detection as well as control systems in compliance with the SANS 10139 Regulations – 2012.

Installation of Electrical systems Implemented as Stage 3 with Reference to **Drawing 3**

3.4.2. Supply with (30) Meters Electrical Cable with connection points and install for the following prefabricated drywall partitioned cubicles:

I. All materials and workmanship to comply with the South African National Standards, National Building Regulations, and Occupational Health & Safety Act.
II. All installations, commissioning and testing activities to be carried out by suitably qualified and competent personnel.

3.3.1.1 **Training cubicles PLC & Mechatronics, CNC Machine, Electronic and Electrical:** to be fitted with three phase five wire outgoing point of AC 3 80V / 50Hz Input Power supply and AC 380V / 50Hz double

or single sided socket plug mounted on the floor as per layout of the cubicle plan. The exact number of fittings required are expressed on the drawing and on the BoQ.

3.3.1.2 **Training cubicles PLC & Mechatronics Training, CNC Machine Training, Electronic and Electrical training, Industry 4,0 and Industrial Robotics, IOT Machine Training:** to be fitted with single phase three wire outgoing point of AC 220V / 50Hz Input of +/- 3 KW power supply and AC 220V / 50Hz double sided socket plug mounted on the floor as per layout of the cubicle plan. The exact number of fittings required are expressed on the drawing and on the BoQ.

3.3.1.3 **Meeting/ Board Room, Two Staff Office Cubicles, Reception Area, Kitchenette:** to be fitted with a single–phase three wire outgoing point of AC 220V / 50Hz input of +/- 3 KW power supply and AC 220V / 50Hz double sided socket plug mounted on the floor as per layout of the cubicle plan. The exact number of fittings required are expressed on the drawing and on the BoQ.

3.3.1.4 Supply and Install Recessed 600 x 600 Modular Fluorescent Light Fittings or similar within the suspended ceiling grid. Light fittings to be evenly spaced to provide adequate illumination for workshops, offices, and boardrooms with a minimum of two lights per 10m2 and one light switch per cubicle. Lighting layout to be coordinated with ceiling grid and the approved by the end – user and all electrical wiring, should be done and comply with South African National Standards 10142 regulations.

3.3.1.5 All materials and workmanship to comply with the South African National Standards, National Building Regulations, and Occupational Health & Safety Act. All installations, commissioning and testing activities to be carried out by suitably qualified and competent personnel.

3.3.1.6 Provide dedicated electrical isolators for each air–conditioning unit. All electrical wiring to be concealed in conduits and installed in accordance with South African National Standards 10142 Regulations.

3.4.3. **Heating, Cooling and Refrigeration Systems Implemented as Stage 4 with Reference to Drawing 1**

The objective of this stage is to provide, supply, install, test and commissioning a complete air – conditioning system for all workshops, office, boardroom, reception and exhibition area. The system shall ensure adequate thermal comfort, ventilation, and energy efficiency in accordance with SANS 10400 - O and SANS 941 Regulation.

3.4.3.1 The installed systems should have capacity of 8 000 BTU or above but not exceeding 26 000 BTU per cubicle. The suitable capacity is to be determined in line with room size, occupancy, heat load and equipment usage.

3.4.3.2 Each workshop, office, boardroom, reception and exhibition area to have independent control via wall-mounted thermostats or remote controls.

3.4.3.3 All units to be energy–efficient and compliant with relevant South African National Standards and environmental regulations.

3.4.3.4 Outdoor condenser units to be installed on approved concrete plinths or mounted with brackets on the wall. All outdoor installations to be weather – resistant and securely fixed. All connections to be properly labelled and tested.

3.4.3.5 Provide, supply and install a small kitchenette comprising a sink, base cupboard and associated plumbing works including water supply pipes, mixer tap and undercounter 10L water heater or similar. All installations shall be completed in accordance with SANS 10400-P Regulation, and the Occupational Health & Safety Act.

4. DELIVERABLES

4.1. The main objective of this project is to create a working environment encompassing testing areas, offices, a reception area with a cupboard and sink as well as a boardroom. The spaces must be fitted with ceilings, lights, switches and air - conditioning as well as colour demarcated flooring to form a prefabricated drywall partitioned cubicle for:

4.1.1. Programable Logic Control & Mechatronics Training Cubicle of 47,22m²

4.1.2. Computer Numerical Control Machine Training Cubicle of 38,67m²

4.1.3. Internet Of Things Machine Training Cubicle of 35,97m²

4.1.4. Electronic and Electrical Machine Training Cubicle of 49,77m²

4.1.5. Industrial Robot Training Cubicle of 43,32m²

4.1.6. Meeting/ Boardroom Cubicle of 23,61m²

4.1.7. Office Space Cubicle of 27,06m²

4.1.8. Office Space Cubicle of 15,57m²

4.1.9. Kitchenette Cubicle of 2.20m.

4.1.10. Kitchenette is comprising of a sink, base cupboard and associated plumbing works including water supply pipes, mixer tap and undercounter 10L water heater or similar.

Commission systems in the presence of the project management representatives and maintenance assistant director and provide operating instructions and basic user training.

4.2. **To contractually render the project complete, the following documented requirements must have been met:**

4.2.1. A health and safety file, submitted at the start and finish of the project to the INDLELA project management.

4.2.2. A project brief and baseline program.

4.2.3. Certificate of Compliance for the glazing installed.

4.2.4. Certificate of Compliance for electrical installations.

4.2.5. Certificate of Compliance for Plumbing Installations.

4.2.6. Guarantee certificates for air – conditioning units, per unit.

4.2.7. Guarantee certificate on aluminum frames and tracks etc installed

4.2.8. Handover file with training manuals and maintenance plans for electrical and mechanical equipment.

4.2.9. **2 x** keys for each new door installed.

4.2.10. Training for newly installed assets such as air – conditioners, boilers, electrical items i.e. plugs and switches as well as doors to be held with the end users and maintenance unit before handover.

4.3. A project closure report.

5. APPROPRIATE QUALIFICATIONS, EXPERIENCE, SKILLS, AND KNOWLEDGE

5.1. The service provider/ contractor must be in business carrying out similar construction projects for the past three years.

5.2. The service provider/ contractor must have carried out and completed construction projects in the past three years with a threshold of R 3 000 000 each or above.

5.3. The service provided is required to submit comprehensive curriculum vitae of each team member listed on the table below, including their qualifications.

5.4. The contractor must attach CV's and certified copies of the qualifications of all team members assigned to the project.

6. DURATION OF THE CONTRACT

6.1. The successful bidder will be appointed to render service within the period of six months starting from the date the order has been issued.

PART B – LEGISLATIVE FRAMEWORK

1. TAX LEGISLATION

1.1. Bidders must be vigilant of compliance measures and requirements when submitting a proposal to the Department and remain compliant in terms of all applicable tax legislation for the entire contract period, including but not limited to the application parameters of the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

1.2. It is a pre-condition of this bid document that the tax affairs of the successful bidder will be in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) in meeting the bidder's pending tax obligations.

1.3. The relevant tax compliance status requirements are also applicable to any foreign bidders / individuals who wish to participate during the bidding process.

1.4. It is a requirement that bidders, when submitting a bid, provide written confirmation that SARS may on an ongoing basis and for the duration of the tenure of the contract, disclose the bidder's tax compliance status. By the very act of submitting a bid, such a confirmation therefore is also deemed to have been granted by the potential bidder.

1.5. Bidders must be registered on the National Treasury Central Supplier Database (CSD) prior to the submission of bidding documentation and National Treasury will accordingly verify the bidder's tax compliance status through screening of the requisite information provided on the Central Supplier Database.

2. PROCUREMENT LEGISLATION

2.1. The Department utilizes a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated phased under Section 76 of the *Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000); the Preferential Procurement Regulations, 2022 and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).*

3. TECHNICAL LEGISLATION AND/OR STANDARDS

3.1. Bidder(s) should always be cognizant of the relevant legislation and/or standards specifically applicable to the service portfolio to be rendered in terms of this tender.

PART C – THE BIDDING PROCESS

1. TIMELINE OF THE BID PROCESS

1.1. The validity period and possible withdrawal of offers, subsequent to the closing date and time of this tender is 240 days. The relevant project timeframes in terms of this bid are indicated as follows:

Activity	Due Date
Advertisement of the bid via the Department e-tender portal / Department's website	**05 October 2026**
Compulsory briefing session	**14 October 2026** Time: 10:00 am INDLELA Olifantsfontein Trade Test Centre (Department of Higher Education), M57 Old Kempton Park and Pretoria Road, Olifantsfontein, Ukhozi Boardroom. **GPS Coordinates: -25.9731585, 28.2124013**
Questions related to the bids received from bidder(s)	**21 October 2026**
Collated answers from end users published on website	**26 October 2026**
The bid closing date	**6 November 2026 at 11:00**

1.2. All dates and times in this bid are determined in accordance with South African standard time.

1.3. Any time or date reflected in this bid is subject to change at the Department's

discretion. The determination of a time or date in this bid does not presuppose an obligation on the part of the Department in taking action or creating by any manner rights in terms of which bidders may demand that specific action(s) be undertaken on the date(s) accordingly reflected in this bid. The bidder therefore accepts that, in the event of the Department extending the deadline for bid submissions (the closing date) based on and influenced by whichever circumstance, the conditions and requirements attached to this bid remain unaltered and apply equally with regard to the revised deadline.

2. COMPULSORY BRIEFING SESSION

2.1. A compulsory briefing session for all prospective bidders will be held at the INDLELA Olifantsfontein Trade Test Centre (Department of Higher Education and Training), M57 Old Kempton Park and Pretoria Road, Olifantsfontein, **Ukhozi Boardroom.**

The details of the compulsory briefing session are as follows:

Date: 14 October 2026

Time: 10:00

GPS Coordinates: -25.9731585, 28.2124013

2.2. No reimbursement of expenses incurred by prospective bidders to attend the session will be possible.

2.3. **Failure to attend the compulsory briefing session will result in disqualification of a proposal.**

3. CONTACT AND COMMUNICATION

3.1. A nominee on behalf of the bidder may make enquiries in writing, up to and until 4pm on **21 October 2026**, to the Directorate: Supply Chain Management, via email at Tenders@dhet.gov.za . The delegated office of the Department is entitled to communicate with Bidders whenever further clarity is sought regarding information provided in bid proposals.

3.2. Any communication by Bidders addressed to or with an official or person acting

in an advisory capacity on behalf of the Department, in so far as it has relevance to bid proposal, during the period commencing from the bid closing date and that of awarding of the tender is strongly discouraged.

3.3. All communication between Bidders and the Department must be provided in writing.

3.4. While due care has been taken regarding the finalization of this bid, the Department duly makes no representations or provides any warranty that the contents thereof, or any part of the information accordingly communicated or provided to Bidders during the bidding process is accurate, current and/or complete. The Department and its employees/advisors therefore will not be liable in relation to any information communicated and prove to be inaccurate, outdated and/or incomplete

3.5. In the event of bidders reasonably believing there to be substantive discrepancy, ambiguity, error or inconsistency contained in this bid or any part of other information provided by the Department (excluding any minor clerical matters), bidders must promptly bring such a discrepancy, ambiguity, error or inconsistency, in writing, to the attention of the Department before the closing date with the aim of affording the Department an opportunity to consider the issue(s) and where required, take the requisite corrective action

3.6. All bidders (including any other relevant persons) obtaining or receiving the bid and/or any other information in relation to the bid or the tender process are obliged to keep the entire contents of the bid and all related information confidential and may not disclose or use the information in any other manner than for the express purpose of developing a proposal in response to this bid.

3.7. Any actual discrepancy, ambiguity, error or inconsistency in relation to the bid or part of any other information provided by the Department will, where possible, be corrected and the revised documentation be published.

4. LATE BIDS

4.1. Bids received at the address indicated in the bid documents after the specified closing date and time, will not be accepted for consideration and where practical, will be returned unopened to the bidder(s).

5. COUNTER CONDITIONS

5.1. Bidders advise that subsequent **amendments to any of the Bid Conditions, the proposals of any counter conditions by bidders or qualifications made in respect of the Bid Conditions shall result in the immediate disqualification of such bids**. Bidders should therefore adapt their standard conditions in line with those that are issued by the Department.

6. FRONTING

6.1. The Department supports the spirit of broad-based black economic empowerment and recognizes that true empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and garnering opportunities in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Department strongly condemns any form of fronting.

6.2. The Department, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations in determining the accuracy of the representations made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be determined during such an enquiry/investigation, the onus rests on the bidder/contractor to prove that the allegation of fronting does in fact not exist. Failure to do so within a period of 14 days and determined from the date of notification may invalidate the bid/contract and also result in the restriction of the Bidder/contractor to conduct business with the public sector for a subsequent period of up to ten years and in addition to any other actions the Department may have at its disposal and accordingly wish to institute against such bidders/contractors.

7. SUPPLIER DUE DILIGENCE

7.1. The Department reserves the right to conduct rolling out due diligence on suppliers prior to final awarding of the contract, or on an occasional basis during the implementation of the mandated contract period. These actions may also include site visits and requests for the provision of additional information.

8. SUBMISSION OF PROPOSALS

8.1. Bid documents must be placed in the Department's tender box situated in **123/117 Francis Baard Street, Pretoria, 0001** (Opposite Pretoria Magistrate Court) on or before the closing date and time.

Closing Date: 6 November 2026

Closing Time: 11:00

8.2. Bid documents will only be considered if received by the Department before or on the closing date and time, regardless of the method used to send or deliver such documents to the Department.

8.3. Bidder(s) are required to submit 2 copies of each file, one (1) original and (1) copy. Each file must be marked correctly and sealed separately for ease of reference during the evaluation process.

8.4. Bidders are requested to initial the bottom right-hand corner of each page of the tender document. On pages where bidders are required to provide full signatures, initialing at the bottom of these pages is not required.

9. PHASES OF EVALUATION

9.1. The Department has set minimum standards that bidders need to meet as a precursor to evaluation and selection as successful bidders.

9.2. The minimum standards consist of the following criteria:

The Department has set minimum standards that bidders need to meet as a precursor to evaluation and selection as successful bidders.

The minimum standards consist of the following criteria:

Pre-qualification Criteria (Phase 0)	**Technical Evaluation Criteria (Phase 1)**	**Price and Specific goals (Phase 2)**
Bidders must submit all documents as outlined in paragraph 9.3 below. Only bidders that comply with **ALL** these criteria will proceed to Phase 1.	Bidders are required to achieve a minimum of ***70* points** out of 100 points to proceed to Phase 2 (**Price and Specific goals**).	Bidders will be evaluated out of 100 points and Phase 2 will only apply to bidders who have met and/or exceeded the threshold of **70 points**.

9.3. Phase 0: Pre-Qualification Criteria:

9.3.1. **Pre-Qualification Requirements / Mandatory Requirements**

9.3.1.1. Proof of company registration on Central Supplier Database Registration (CSD).

9.3.1.2. Fully completed and duly signed ***Pricing schedule/ SBD 3.1***

9.3.1.3. Attendance of a compulsory briefing session (signed departmental register and providing attendance certificate).

9.3.1.4. Attach a valid certificate for Construction Industry Development Board grade 4 or higher for General Building (GB).

FAILURE TO ADHERE & COMPLY WITH PAR 9.3.1. ABOVE SHALL LEAD TO DISQUALIFICATION

9.3.2. **Documents required for Administrative Compliance:**

9.3.2.1. Duly completed and signed invitation to bid – SBD 1

9.3.2.2. Duly completed and signed declaration of interest–SBD 4

9.3.2.3. Duly completed and signed preference Point Claim Form – SBD 6.1

9.3.2.4. Duly completed and signed POPI Act form to utilize information contained in documents for procurement purposes.

9.3.2.5. CSD report to verify tax compliance status.

9.4. **Phase 1: Technical Evaluation Criteria = 100 points:**

9.4.1. All bidding companies are required to fully adhere to the technical evaluation criteria scorecard and compliance checklist.

9.4.2. Only Bidding companies that have fully met the Pre-Qualification Criteria in Phase 0 will accordingly be evaluated in Phase 1 for determination of functionality.

9.4.3. Bidding companies will be evaluated on an overall score of 100 points.

9.4.4. The Department, as part of on-site reference checks for allocating points, will at its own discretion choose a site at one of the bidding company's clients for validation of the services rendered. The choice of site will remain Department's sole discretion.

9.4.5. Bidders are required to score a minimum of **70 points** to proceed to **Phase 2: Price and specific goals Evaluation**

9.4.6. **Phase 1: Technical Evaluation Criteria:** The bidders' information will be scored according to the points determination system.

9.5. **Phase 2: Price and specific goals Evaluation (80 + 20) = 100 points:**

9.5.1. Only prospective bidders that have attained the ***70*-points allocation** threshold in phase 1 will subsequently progress for evaluation in phase 2 in relation to pricing options and **specific goals** qualification criteria.

9.5.2. The following formula must be used to calculate the points out of 80 for price in respect of a tender with a rand-value equal to or below R50 million, inclusive of all applicable taxes:

9.5.3. Stage 1 - Price Evaluation (80 Points):

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where-

Ps *= Points scored for price of tender under consideration.*

Pt *= Price of tender under consideration; and*

Pmin *= Price of lowest acceptable tender*

9.5.4. **Stage 2 – Specific goals** (20 Points):

9.5.4.1. A maximum of 20 points may be awarded to a bidder for specific goals specified in the tender.

9.5.4.2. The points scored for specific goals must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

9.5.4.3. The table below provides the specific goals, its criteria of measurement and the proof to be offered by tenderers for a tenderer to qualify for 20 points:

APPLICATION OF SPECIFIC GOALS IN THE WHITE PAPER ON RDP; & THE CODE OF GOOD PRACTICE IN B-BBEE: DHET PREFERENTIAL												
				80/20		CLAIM	90/10		CLAIM	EVIDENCE		
NO	SPECIFIC GOAL	REFERENCE	CRITERIA	Specific Goal Contribution	Points Claimed	Bidder must tick (x) next to points claimed	Specific Goal Contribution	Points Claimed	Bidder must tick (x) next to points claimed	PROOF/ EVIDENCE	Indicate if evidence is provided, & specify	
1	Person historically disadvantaged on the basis of race	RDP 1.4.4; 3.1.4	100% black owned	65.00	7.20		65.00	3.60		Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD (Central	Y	N
			75%-99% black owned	50.00	5.54		50.00	2.77			specify	
			60%-74% black owned	40.00	4.43		40.00	2.22				
			51%-59% black owned	30.00	3.32		30.00	1.66				
			0-50% black owned	10.00	1.11		10.00	0.55				
			None	0.00	0.00		0.00	0.00				
2	Persons historically disadvantaged on the basis of gender	RDP 1.4.4; 3.1.4; 3.2.7; 7.7	100% women owned	40.00	4.43		40.00	2.22		Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD (Central	Y	N
			75%-99% women owned	30.00	3.32		30.00	1.66			specify	
			60%-74% women owned	20.00	2.22		20.00	1.11				
			51%-59% women owned	10.00	1.11		10.00	0.55				
			0-50% women owned	5.00	0.55		5.00	0.28				
			None	0.00	0.00		0.00	0.00				
3	Persons historically disadvantaged on the basis of disability	RDP 7.7	100% owned by persons with disabilities	0.50	0.06		0.50	0.03		Certified medical certificate or substantive proof.	Y	N
			75%-99% owned by persons with disabilities	0.30	0.03		0.30	0.02			specify	
			60%-74% owned by persons with disabilities	0.20	0.02		0.20	0.01				
			0-59% owned by persons with disabilities	0.10	0.01		0.10	0.01				
			None	0.00	0.00		0.00	0.00				
4	Development of Youth	RDP 1.4.6; 7.7	100% youth owned	25.00	2.77		25.00	1.39		Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD (Central Supplier	Y	N
			75%-99% youth owned	15.00	1.66		15.00	0.83			specify	
			60%-74% youth owned	10.00	1.11		10.00	0.55				
			51%-59% youth owned	5.00	0.55		5.00	0.28				
			0-50% youth owned	2.50	0.28		2.50	0.14				
			None	0.00	0.00		0.00	0.00				
		RDP	EME	50.00	5.54		50.00	2.77		BBBEE certificate sworn affidavit	Y	N
			QSE	20.00	2.22		20.00	1.11			specify	

5	Development of SMMEs	3.10; 3.1.4	GEN	0.00	0.00		0.00	0.00		for EME or QSE; Copy of CIPC (Companies shareholder	
			None	0.00	0.00		0.00	0.00			
		TOTAL		**180.50**	**20.00**		**180.50**	**10**			

9.5.5. A tenderer must submit proof or evidence for claiming points for specific goals as indicated above. A bidder must also complete a preference form (SBD 6.1) in detail to claim points for specific goals.

9.5.6. A tenderer must submit proof or evidence for claiming points for specific goals as indicated above. A bidder must also complete a preference form (SBD 6.1) in detail to claim points for specific goals.

9.5.7. A tenderer failing to submit proof or evidence may not be disqualified but-

9.5.7.1. May only score 0 points out of 80 for price; and

9.5.7.2. Score 0 points out of 20 for specific goals.

9.7.8. The points scored by a tenderer for specific goals must be added to the points scored for price for total points.

9.7.9. The points scored must be rounded off to the nearest TWO decimal places.

PART D – SUBMISSIONS

1. SUBMISSION OF PROPOSAL

1.1. The two-envelope procedure must be followed for tender submissions.

1.2. The first envelope must clearly state **TECHNICAL SUBMISSION**, wherein the bidder should address all aspects of the required scope of services.

1.3. The second envelope must clearly state **FINANCIAL SUBMISSION**, wherein the bidder should include the proposed fee based on the issued of the bill of quantities.

1.4. Proposals must be submitted in hard copy format: One original and one copy.

2. CONTENT OF THE TECHNICAL SUBMISSION

The technical submission should include the following:

2.1. Cover Page

2.2. Mandatory documents

2.3. Introduction and Executive Summary in the form of a company profile.

2.4. Contact information of the bidder, including all parties/team members to the consortium where applicable.

2.5. **Exhibit 1: EXPERIENCE**

Exhibit 1 must contain the following and be sequenced and numbered as below:

2.5.1. The bidder must submit evidence of being in business undertaking similar work in the past three years.

2.5.2. The bidder must submit evidence of previous construction projects or similar executed and completed in the past three years with a threshold of R 3 000 000.00 each or above.

2.5.3. Company contacts details of clients of projects executed of similar value

2.6. Exhibit 2: DELIVERY PLAN

2.6.1. The service provider/contractor must submit a project delivery/implementation plan which shows an understanding of the overall scope of the project, the sequencing of the project milestones and activities and must be able to identify risks related to the project implementation.

2.6.2. Once the risks are identified, the service provider must provide mitigating plans for the said risks thereby showing the understanding of the environment. The service provider must also be able to show how they are going to ensure that the site has adequate staff so that the project objectives are met within the duration indicated.

2.7. Exhibit 3: CONTRACTOR/ SERVICE PROVIDER CAPACITY

2.7.1. The service provider is required to submit comprehensive curriculum vitae of each team member listed on the table below, including certified copies of the qualifications.

2.7.2. The contractor must attach CV's of all team members assigned to the project as required on the evaluation criteria below.

2.8. Exhibit 4: FINANCIAL SUBMISSION

2.8.1. The financial submission should include the proposed cost based on the scope and specification of work as per the Bill of Quantities for the project to be delivered within specified time frame.

2.8.2. The proposed cost should include expenses that will be incurred by the bidder for the execution of the project. The total price or amount provided will be regarded as the cost of the project, including VAT and applicable taxes.

2.8.3. The service provider is required to submit financial documentation indicated in the evaluation criteria below to verify and confirm cashflow of at least 1.5 million for the project. A cashflow of 1.5 million and above is mandatory, if a contractor has more than one project than the 1.5 million may be used as a baseline. **(The contractor is to confirm that it has sufficient funding to implement the intended project objectives)**

3. EVALUATION CRITERIA

3.1. The following table reflects the evaluation criteria that will be used in evaluating technical submission.

No	Element	Weight
1.	**Exhibit 1 COMPANY EXPERIENCE** 1.1. The supplier is to submit a company profile indicating the following: • Company background and managing director's details, • Completed projects including the scope, contract value and duration. • Location of the operational facilities (company offices) 1.2. The supplier must have a track record of at least three construction projects completed in the last three years with the threshold of R 3 000 000 each or above. Reference letters for similar projects completed indicating the following: • Duration from date of commencement of contract. • Short description of the contract scope • Date of final completion of the project. • Contract value at final accounts stage or project closure stage. • Completion certificates for completed projects. - 3 or more reference letters with the threshold of R3 000 000.00 each covering all aspects indicated above = **30** - 2 reference letters with R 3 000 000.00 threshold covering all aspects = **20** - 1 reference letter with R 3 000 000.00 threshold covering all aspects = **10** - No reference letter or reference letters that do not cover all aspects = **0**	**30**
2.	**Exhibit 2 DELIVERY PLAN** Supply together with the Construction Execution Plan the following: • Project Objectives & Scope: Clearly define the **project's objectives** and the scope of **deliverables** to prevent scope creep. • Task Breakdown & Timeline: Utilize a **Work Breakdown Structure** (WBS) to assign tasks and set realistic deadlines **as payment certificates will be payable in tranches as indicated in Part F, paragraph 3 on pages 40 and 41 below.** • Visualize the breakdown of activities with **Gantt charts or Ms. Projects** program, clearly identifying project milestones for tracking project performance. • Resource Allocation: Identify and allocate resources, including personnel, tools, and budget, to ensure the project runs smoothly using a **side-by-side table**. • Risk Management: Identify, assess and clearly define mitigation protocols for potential risks to the project using a **side-by-side table.**	**30**

	➢ Project plan covering all five aspects indicated above **=30** ➢ Project plan covering three out of five aspects indicated above **=20** ➢ Project plan that covers less than 3 aspects out of five indicated above**=0**	
3	**Exhibit 3: CONTRACTOR/ SERVICE PROVIDER CAPACITY** • **The bidder shall submit CVs and certified copies of the related qualifications/certificates for the required personnel as mentioned below. *Note: Points will be allocated only for the four (4) personnel mentioned below.*** i. Construction manager with at least 5 years of experience managing projects of a similar nature or value. ➢ Related qualification with 5 or more years of experience **=5** ➢ Less than 5 to 3 years of experience with related qualification/certificate **=3** ➢ Less than 3 years of experience with related qualification/certificate **=0** ii. Electrician with trade test and a minimum working experience of 5 years on similar projects, ➢ Related qualification with 5 or more years of experience **=5** ➢ Less than 5 to 3 years of experience with related qualification/certificate **=3** ➢ Less than 3 years of experience with related qualification/certificate **=0** iii. Plumber with trade test and over 3 years of working experience. ➢ Related qualification with 3 or more years of experience =**5** ➢ Less than 3 to 1 year of experience with related qualification/certificate **=3** ➢ Less than 1 year of experience with related qualification/certificate **=0** iv. Trained carpenter with certificate of completion or completed trade test and over 3 years of working experience. ➢ Related qualification with 3 or more years of experience **=5** ➢ Less than 3 to 1 years of experience with related qualification/certificate **=3** ➢ Less than 1 year of experience with related qualification/certificate **=0**	**20**
4	**Exhibit 4: FINANCIAL CAPACITY** The bidder must submit copies of company bank overdraft facility or proof of company investments with the cashflow of R1.5 million: ➢ Relevant documentation submitted with a cashflow R1.5 million= **20** ➢ Relevant documentation submitted with a cashflow less than R1.5 million **= 0** **(Confirmation/ Proof of Financial Capacity to Undertake the Project)**	**20**
	Total	**100**

Bidders are required to score a minimum of 70 points to proceed to Phase 2: Price and specific goals Evaluation

PART E – CONDITIONS

1. GENERAL CONDITIONS OF CONTRACT

1.1. Any subsequent award/concession made to a prospective bidder in terms of this TOR is conditional on, (among others):

1.1.1. The bidding party accepting the terms and conditions as contained in the General Conditions of Contract as the minimum terms and conditions on which the Department is prepared to enter into a contract with the successful Bidder.

1.1.2. The bidder submitting the General Conditions of Contract to the Department together with its bid, has ensured that the document has duly been signed by an authorized representative on its behalf.

2. SPECIAL CONDITIONS OF CONTRACT

The Department reserves the right to:

2.1. Award this tender to any bidder that did not score the highest (cumulative total) number of points and only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)

2.2. Negotiate with one or more preferred bidders identified in the evaluation process, regarding any terms and conditions, including pricing without offering the same opportunity to any other bidder(s) who had not been awarded the status of a preferred bidder.

2.3. Carry out at its discretion, site inspections, product evaluations or facilitate explanatory meetings in order to verify the nature and quality of the services offered by the potential bidders, either before, during or subsequent to adjudication of the Bid.

2.4. Correct mistakes during any stage of the tender evaluation process which may already have been apparent in the bid documents or subsequently occurred during any stage of the tender evaluation process.

2.5. At any stage during the evaluation of bids, cancel and/or terminate the tender process, even subsequent to the tender closing date and/or after presentations by selected bidders have been made, and/or after tenders have been evaluated and/or after the preferred bidders have as such been notified of their status.

2.6. The project will pay in trenches for each stage completed (refer to the section on

Payments and Claims below) and Payment Certificates will be Generated as a form of monitoring and controlling expenditure. All required Certificates of Compliance(s) and training manuals, remotes, keys for doors and the likes will be required at completion.

3. GOVERNING LAW

3.1. South African law will in its full extent govern the Application parameters of this bid and the bid response process.

3.2. The bidder agrees to submit to the exclusive jurisdiction of the South African court system in any dispute of any kind that may arise out of- or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

4. DECLARATION

Bidders, as part of their respective technical responses, are required to declare the following and confirm that they will:

4.1. At all times for the duration of tender, act honestly, fairly and with due skill, care, diligence in the best interest of the Department

4.2. Manage, effectively utilize and apply the resources, procedures and appropriate technological systems to ensure the proper performance of the services for the duration of the tender.

4.3. Act with circumspection and treat the Department fairly in all situations where conflicting interests may become apparent.

4.4. Comply with all applicable statutory or common law requirements related to the conduct of its business.

4.5. Make adequate disclosures regarding relevant and material information, including the disclosure of actual or potential interests the company may acquire, in relation to its dealings with the Department.

4.6. Avoid any form or instance of fraudulent and misleading advertising, canvassing and marketing for the duration of the tender.

4.7. Conduct business activities transparently and consistently uphold the interests and needs of the Department as a client, before any other consideration; and ensure that for the duration of the tender no information acquired from the Department will be utilized and/or disclosed to any third parties unless written consent from the Department has been obtained to do so.

5. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

5.1. The Department reserves the right to disqualify any potential bidder who either itself, or through any of its members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the Department or any other Department organ or entity and whether from the Republic of South Africa or otherwise ("Department "):

5.1.1. Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid.

5.1.2. Seeks any assistance, other than assistance officially provided by a department from any employee, advisor or other representative of a department in order to obtain any unlawful advantage in relation to the procurement or services provided or to be provided to the Department.

5.1.3. Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the Department's officers, directors, employees, advisors or other representatives in order to obtain any unlawful

advantage in relation to procurement or services provided or to be provided to a department.

5.1.4. Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a department.

5.1.5. Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the awarding of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to the Department.

5.1.6. Has in the past engaged in any matter referred to above; or

5.1.7. Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such a bidder, member or director's name(s) not specifically appearing on the List of Tender Defaulters kept at National Treasury.

6. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

6.1. The bidder should note that the terms of its tender will be incorporated in the proposed contract by reference and that the Department relies upon the bidder's tender as a material representation in making an award to a successful bidder and in concluding an agreement with said bidder.

6.2. It follows therefore that misrepresentations in a tender may give rise to service termination and a claim by the Department against the bidder notwithstanding the conclusion of the Service Level Agreement between the Department and the bidder for the provision of the service(s) in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the contents of the Service Level Agreement will prevail.

7. PREPARATION COSTS

7.1. The Bidder will bear all its costs in preparing, submitting and presenting any response or tender to this bid and all other costs incurred by it throughout the bidding process.

7.2. Furthermore, no statement in this bid will be construed as placing the Department, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their responses to this bid.

8. INDEMNITY

8.1. If a bidder breaches the conditions of this bid and as a result of that breach, the Department incurs costs or damages (including, without limitation, the cost(s) of any investigations, procedural impairment, repetition of all- or any part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), the bidder then indemnifies and holds the Department harmless from any and all such costs which the Department may incur, for any damages or losses the Department may suffer.

9. PRECEDENCE

9.1. This document will prevail over any information provided during any stage whether oral, electronically or written, unless such written information is provided, expressly amends this document by reference.

10. LIMITATION OF LIABILITY

10.1. A bidder participates in this bid process entirely at its own risk and cost. The Department shall not be liable to compensate a bidder on any grounds whatsoever, for any costs incurred or any damages suffered as a result of the Bidder's participation in this bidding process.

11. TAX COMPLIANCE

11.1. No tender shall be awarded to any bidder which is not tax compliant. The Department reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such

11.2. The bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to the Department, or whose verification against the Central Supplier Database (CSD) proves non-compliant.

11.3. The Department further reserves the right to cancel a contract with a successful bidder in the event that such a bidder does not remain tax compliant for the full term of the contract.

12. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

12.1. No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters maintained by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers.

12.2. The Department reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another organ of state.

13. CONFIDENTIALITY

13.1. Except as may be required by the operation of law, by a court or by any regulatory authority having appropriate jurisdiction, no information contained in- or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with the Department's examination and evaluation of a tender.

13.2. No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronically, or by way of photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a tender. This bid and any other documents supplied by the Department remain proprietary to the Department and must be promptly returned to the Department upon request, together with all copies, electronic versions, excerpts or summaries thereof or work as a consequence derived there from.

13.3. Throughout this bid process and thereafter, bidders must secure the Department's written approval prior to the release of any information that pertains to

(i) The potential work or activities to which this bid relates; or

(ii) The process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

14. PROPRIETARY INFORMATION OF THE DEPARTMENT

14.1. Bidders will declare in their respective bid cover letters that they did not have access to any departmental proprietary information, or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

15. COPYRIGHT AND ALL OTHER INTELLECTUAL PROPERTY RIGHTS

15.1. All copyright and all other intellectual property rights in respect of any documents and materials (works) developed by the service provider during this project, shall be vest in the Department.

15.2. The Department will have the right to release the works under an appropriate copyright license, including an open license that will allow any individual, official, company, agency or organization to use or modify the works for any purpose as stated in the open license.

15.3. All work produced during the contracted period will be the property of the department and a full repository of all work produced during the period must be shared with the department before the last invoice.

16. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

16.1. A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors and personnel of its sub-contractors comply with all terms and conditions of this bid.

16.2. In the event that the Department allows a bidder to make use of sub-contractors,

the actions and activities of such sub-contractors will at all times remain the responsibility of the bidder and the Department will not under any circumstances, be liable for any losses or damages incurred by or caused by such sub-contractors.

17. SERVICE LEVEL AGREEMENT

17.1. Subsequent to the Department's decision on awarding the tender the successful bidder **may be required to sign a Service Level Agreement** aimed at regulating the specific terms and conditions applicable to the services required by the Department and as far as possible.

17.2. The Department reserves the right to revise and amend any part of the proposed Service Level Indicators during the course of contract with a bidder.

17.3. The Department reserves the right to accept or reject additional service proposals proposed by a successful bidder.

18. PRICING

18.1. The price quoted must be a fixed price for the duration of the contract and must include all related costs (travel, accommodation, equipment and data communication).

18.2. **Price must be VAT inclusive and quoted in South African Rand**.

18.3. Costing should be aligned with project activities / project phases.

18.4. Details of the **cost/fee breakdown for all the services to be rendered** must be submitted in a sealed envelope with the rest of the documentation.

19. OTHER IMPORTANT MATTERS TO NOTE

19.1. The Department reserves the right to conduct background/probity check on key management of the bidder.

19.2. The Department reserves the right to conduct due diligence exercises as part of evaluating the implementing capacity of bidder

19.3. The shortlisted bidders may be called to present to the evaluation committee before a final selection is made.

19.4. The Department will not be liable to reimburse any costs incurred by the bidder during this tender process.

19.5. Bidders must identify and disclose any conflict or perceived conflict of interest caused by current assignments, relationships or other dealings, and indicate

how such conflicts would be addressed.

19.6. Only one proposal per bidder can be submitted and must indicate a (period) implementation.

PART F – MONITORING AND REPORTING

1. MONITORING

1.1. Monitoring the implementation of the project will be conducted by the INDLELA project manager in collaboration with the supplier appointed project manager.

1.2. A Project Manager appointed on short term contract will be responsible for initiating and execution of the implementation also to consider the smooth facilitation of the intended objectives to ensure that the desired deliverables are met and achieved within the expected time frame/ duration.

2. REPORTING

2.1. The service provider/ supplier will report to the INDLELA Director: and project manager on a weekly basis on activities as per project plan submitted by the bidder.

2.2. A project close out report will be submitted to INDLELA project manager within two weeks after the conclusion of the project.

3. PAYMENTS AND CLAIMS

3.1. The appointed employer project manager must confirm the validity of the reports by physical inspections as and when required, and certify measured work claimed by the contractor.

3.2. The Bills of Quantities, baseline programs as well as physical onsite inspections will be used as a means of verification of work done.

3.3. Payment for work done will be processed as follows:

3.3.1 Payment certificate No.1 must be measured and submitted for payment when Phase 1 is 100% complete and phase 2 is 50% complete.

3.3.2 Payment Certificate No.2 must be measured and submitted for payment when Phase 2 is 100% complete, and phase 3 is measurably 50% complete.

3.3.3 Payment Certificate No. 3 must be measured and submitted for payment when Phase 3 is 100% complete.

3.3.4 20% of the total claims will be withheld until final completion of the project as a form of retention.

3.3.5 The retention fee shall be released 90 days after the project has reached its completion date and all snag items have been addressed to the satisfaction of the employer.

4. NON-PERFORMANCE AND PENALTIES

4.1. The contractor may request an extension of time in writing within 7 days of being aware of the impending delays, the approval thereof must be granted in writing by the project manager.

4.2. Where the contractor fails to perform in accordance with the agreed baseline program without prior approval for the extension of time, the employer may impose a penalty of 0.5% of the total contract value per day delayed.

4.3. Where the contractor is absent from the site for a period longer than 14 working days, the employer may assume the site to be abandoned and therefore take possession of the site.

5. LANGUAGE

5.1. All correspondence including reports must be written in English.

6. SUBMISSIONS/COMMENTS TIMING

6.1. The Department shall be notified of any deviations from the project implementation plan indicating mitigating actions five working days prior to the milestones.

6.2. The Department shall within 10 days of the completion of the project confirm acceptance with the service provider.

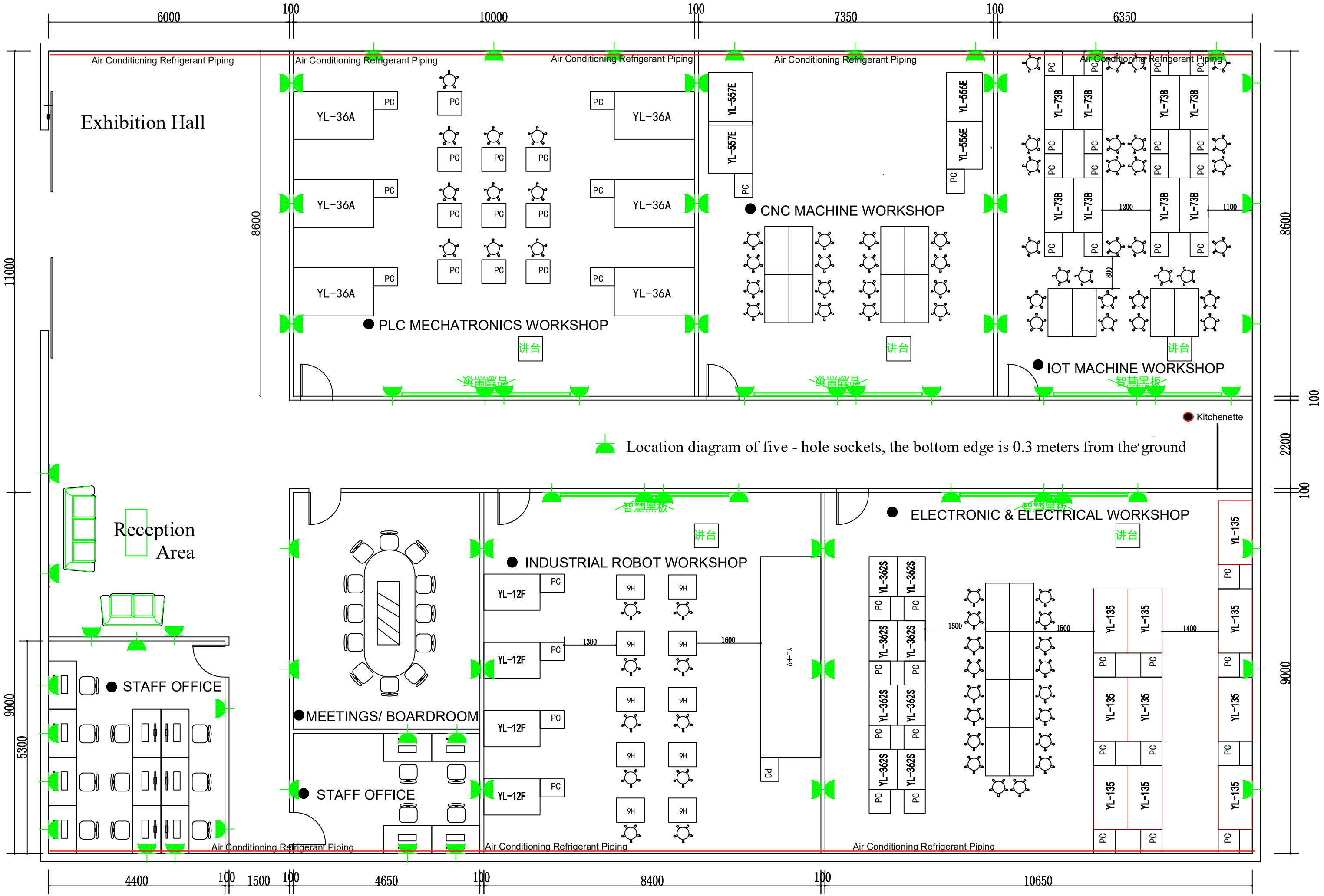
6.3. All communication with the service provider/ supplier indicating dissatisfaction should be within the time frame of 30 days. Should there be no communication of dissatisfaction. The deliverables shall be deemed to have been accepted and approved by the Department.

BILL OF QUANTITIES
GENERAL BUILDING WORKS

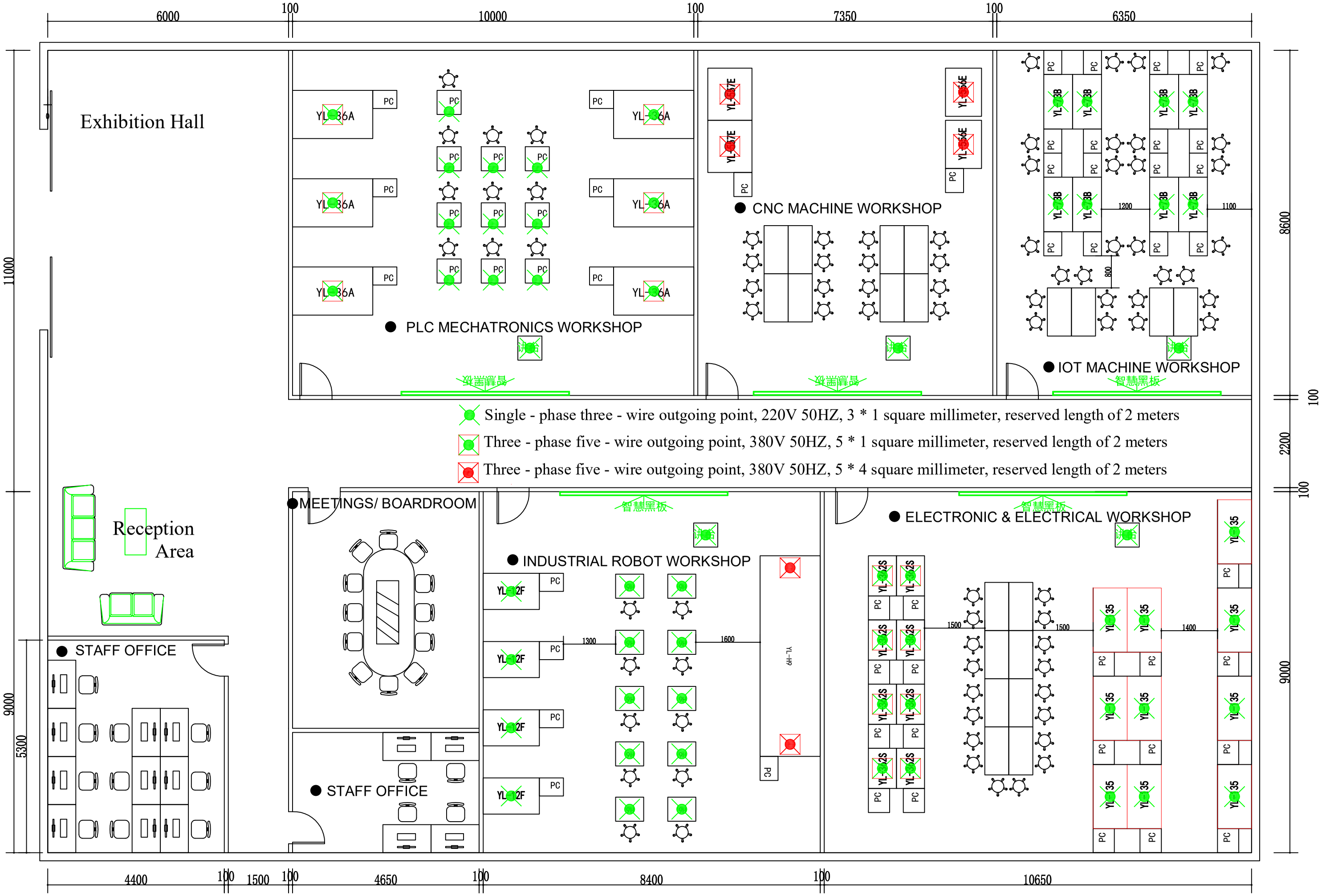
Item No	Description	Unit	Quantity	Rate	Amount
	SECTION No. 1				
	BILL NO. 1				
1	**OCCUPATIONAL HEALTH & SAFETY REQUIREMENTS**				
a	The contractor shall comply with all the requirements set out in the Construction Regulations, Issued Under The Occupational Health & Safety Act no 85 of 1993.				
b	Safety file shall be provided by the contractor prior to commencement of work.				
c	The contractor shall carry out the works with as little noise and mess as possible and all rubble shall be taken away from site on a daily basis.				
d	All designated items should comply with local content threshold.				
e	Compliance with Occupational Health and Safety Act (Act 85 of 1993) and its regulations and with the Employers Health and Safety				
	SECTION NO.2				
	BILL NO.2				
2	**SUPPLEMENTARY PREAMBLES**				
a	Demolition of an existing half brick partitions walls, including mortar, plinths, and minor foundations where applicable.				
b	Removal of any associated fixtures and fittings including electrical socket, wooden structures.				
c	Breaking down of demolished materials into manageable sizes for safe handling and loading.				
d	Loading, transportation, and lawful disposal of all demolished materials and rubble to the nearest approved dump site a kilometre away.				
e	All construction ,partitioning , and electrical works shall be executed in accordance with applicable south african National Standards (SANS),Occupational Health and Safety Act requirements, and relevant municipality by laws.				
f	All the materials used shall be new,fit to purpose, and approved by the client or appointed representative prior to installation.				
g	Construction and Partition works shall be accurately set out, plumb, level, and securely fixed, ensuring minimum disruption to existing structures and ongoing operations.				
h	Electrical works shall be carried out by a suitably qualified and registered electrician, tested and commisioned upon completion, and issued with the necessary compliance certificates.				
i	The contractor shall ensure proper coordination between trades, maintain a clean and safe site all the times, protect existing services and finishes from damage and make good any defects or damages arising from the works to the satisfaction of client.				
j	The Contractor shall provide all labour, materials, tools,plant, supervision, and temporary services necessary for the proper completion of the works.				
k	The contractor shall take all precautions necessary to prevent any nuisance from dust whilst carrying out the work				
l	The contractor must leave the existing building,in which the alterations are executed, clean, neat at completion and shall include removal, disposal of rubble from site				
	SECTION 3:				
	BILL NO.3				
3	**ALTERATIONS**				
a	Demolition of 60 existing half - brick partitioned wall forming trade test cubicles, approx. 1.7 m high × 3.0 m wide associated with electrical elements into smaller and manageable sizes also include transportation, and disposal of all rubble, debris to the nearest approved dump site of less than 20 kilometres	m2	350		
b	Demolition of existing brick office cabin with an old storage area of 5m high x 13m length x 5m width associated with electrical elements into smaller and manageable sizes also include transportation and disposal of rubble, debris to the nearest approved dump site of less than 20 kilometres	m3	325		
c	Demolition of existing wooden office cabin of 4m high x 14m length x 3m width associated with electrical elements into smaller and manageable sizes also include transportation and disposal of all rubble, debris to the nearest approved dump site of less than 20 kilometres	m3	168		
d	Demolition of existing trade assistance brick office cabin of 4m high x 13m length x 5m width with a partition wall associated with electrical elements into smaller and manageable sizes also include transportation and disposal of all rubble, debris to the nearest approved dump site of less than 20 kilometres	m3	260		
e	Demolition of existing 9 concrete plinths of 0,50m high x 0,50m length x 0,50m width into smaller and manageable sizes also include transportation and disposal of all rubble, debris to the nearest approved dump site of less than 20 kilometres	m3	13.5		
f	Demolition of existing 2 brick storage areas of 2m high x 2m length x 2m width associated with elecrtical elements into smaller and manageable sizes also include transportation and disposal of all rubble, debris to the nearest approved dump site of less than 20 kilometres	m3	16		
g	Where Necessary in Demolition All Exposed Electrical Power Supply Sleeves Must be Protected and Safely Secured with a PVC Conduit Tape in a Safe and Controlled Manner Compliant to All Relevant SANS Standards and Electrical Regulations	Item	1		
h	Level the Demolished Floor Surface with **20 MPA** Screed to Achieve a Smooth, Even, Uniform Finish Also Including Trimming of High Spots and Filling of Low Areas	m2	240		
i	Clean the Concrete Floor Surface with Acid Wash and Repair any Cracks with Industrial Patching Compound Also Apply Green Epoxy Floor Paint and Demarcate a Walkway of **2** Metres with Red Epoxy Floor Paint.	m2	640		
j	Remove Flaky Internal Wall Paint with Steel Brush to Clean the Wall and to be Dust Free to Than Apply Two Coats of Light Grey Durable Water – Based Paint.	m2	896		
k	Strip Existing deteriorated flaking, loose Window Paint with Steel Brush and Apply Two Coats of Water Based White Colour Paint	No	100		
l	Realign Rainwater Down Pipes to the Galvanized Roof Covering and Fix Firm unto the Wall to Ensure Proper Connection to Secure Discharge of Stormwater.	No	2		
m	Dismantle Existing Diesel Heater Associated with Electrical Wiring Sleeves as well as Blanking Feed Pipes and Remove to the Storage Area to be Identified on Site.	No	1		
	SECTION 4:				
	BILL NO. 4:				

4	**CARPENTRY & JOINERY**				
	Establishment of Prefabricated Lafarge Gypsum Drywall Partitioned Cubicles of 6 m high as Stage Two with Reference to Drawing 1 (47,22m²) to establish a PLC & Mechatronics Training Cubicle (38,67m²) to establish a CNC Machine Training Cubicle (35,97m²) to establish an IOT Machine Training Cubicle (49,77m²) to establish an Electronic and Electrical Machine Training Cubicle (43,32m²) to establish an Industrial Robot Training Cubicle (23,61m²) to establish Meeting/ Boardroom (27,06m²) to establish Office Space (15,57m²) to establish Office Space (2,20m²) to establish Kitchenette Space **The Premise Will Consist of a Large Front – Facing Window and One Single Leaf Wooden Door on Each Cubicle, All Works to be in Accordance with Applicable Building Standards and Safety Regulations To:**				
a	Construct internal partitions using approved galvanised mild light steel framing system and drywalling.	Item	1		
b	Framing to be steel studs and tracks, securely fixed to floor, walls and the soffit.	Item	1		
c	Partition Drywalling and cladding to both sides with gypsum plasterboard approved material (Minimum 12mm thickness).	Item	1		
d	All joints to be taped, skimmed, and finished smoothly.	Item	1		
e	Provide acoustic infill insulation within the partitioned dry walls	Item	1		
	SECTION 5:				
	BILL NO.5:				
5	**FINISHINGS**				
a	**PAINTING**				
	Apply one coat and two coat primer of durable semi – gloss paint white in colour to all the partitioned walls	Item	1		
	Supply with oil – based paint white in colour and apply to **8 wooden doors** with metal frames on each cubicle	No	8		
b	**FRONT WINDOW**				
	Supply and install one large aluminum front – facing window frame of **1,20m high x 2,10m** wide with glazing of **6mm thick** to be installed on each cubicle integrated into the partitioned walls	No	8		
	All edges and junctions to be neatly sealed and finished	No	8		
c	**DOOR INSTALLATION**				
	Supply and install one single – leaf wooden door on each cubicle of **0,95m wide x 2,10m** high to be semi – solid core on each cubicle	No	8		
d	**CEILING INSTALLATION**				
	Supply and install a suspended ceiling board of (640m2) above ground level of 6 meters comprising of galvanised steel main tees, cross tees, hangers, and perimeter trims	m2	640		
	Suspension system to be securely fixed to the structural soffit with aligned level throughout areas				
	Ceiling boards to be acoustic approved and suitable for an industrial environment				
	Ceiling tiles to be moisture – resistant easy to remove for maintenance access				
	Provide and install perimeter angle trims fixed neatly to all partition walls				
	All ceiling boards to be installed flush, level, and free of damages				
	Cut tiles to be neatly trimmed and securely supported				
e	**FIRE EXTINGUISHERS INSTALLATION**				
	Supply and Install Dry Powder Fire Extinguishers with Arrow ABS Signs 190mm and Backing Board with Brackets	No	8		
	Supply and Install Fire Detection as well as Control Systems in Compliance with the SANS 10139 - 2012	No	1		
	SECTION 6:				
	BILL NO 6:				
6	**ELECTRICAL - CONDUIT AND CABLE PROTECTION**				
a	Decommission where necessary, enclose and protect **all exposed electrical wires and cables within the cubicles** by supplying and installing **approved PVC conduit** of appropriate size and type to fully accommodate existing wiring and cables. Item to include all **conduits, fittings, bends, couplings, junction boxes, saddles, fixings**, and making good. All materials and installation to be **suitable for the environment**, **compliant with relevant SANS standards and electrical regulations**, and installed in a **neat, secure, and workmanlike manner**, ensuring all wiring is fully enclosed, adequately supported, and protected from damages, complete.	m	150		
	SECTION 7:				
	BILL NO 7:				
7	**ELECTRICAL INSTALLATION**				
	SUPPLY and INSTALL ELECTRICAL - POWER CABLES AND SOCKETS INCLUDE TESTING & COMMISSIONING FOR:				
a	**PLC & Mechatronics Training Cubicle** to be fitted with single phase three wire outgoing point of AC 220V / 50Hz Input of +/- 3 KW power supply and AC 220V / 50Hz double sided socket plug mounted on the floor as per layout of the cubicle plan complete with protective covers, isolators and appropriate circuit protection, to connect machines. Installation to comply with SANS 10142-1 and the OHS Act. .	No	7		
b	**CNC Machine Training Cubicle** to be fitted with three phase five wire outgoing point of AC 380V / 50Hz input of +/- 3 KW power supply and AC 380V / 50Hz double sided socket plug mounted on the floor as per layout of the cubicle plan complete with protective covers, isolators and appropriate circuit protection, to connect machines. Installation to comply with SANS 10142-1 and the OHS Act complete and ready for use.	No	2		
c	**CNC Machine Training Cubicle** to be fitted with single phase three – wire outgoing point of AC 220V / 50Hz input of +/- 3 KW power supply and AC 220V / 50Hz double sided socket plug mounted on the floor as per layout of the cubicle plan.Installation to comply with SANS 10142-1 and the OHS Act complete and ready for use.	No	1		
d	**IOT Machine Training Cubicle** to be fitted with single phase three – wire outgoing point of AC 220V / 50Hz input of +/- 3 KW power supply and AC 220V / 50Hz double sided socket plug mounted on the floor as per layout of the cubicle plan complete with protective covers, isolators and appropriate circuit protection, to connect machines. Installation to comply with SANS 10142-1 and the OHS Act complete and ready for use.	No	4		

e	**Electronic and Electrical Cubicle** to be fitted with three phase five – wire outgoing point of AC 380V / 50Hz input of +/- 3 KW power supply and AC 380V / 50Hz single sided socket plug mounted on the floor as per layout of the cubicle plan complete with protective covers, isolators and appropriate circuit protection, to connect machines. Installation to comply with SANS 10142-1 and the OHS Act complete and ready for use.	No	6		
f	**Electronic and Electrical Cubicle** to be fitted with single phase three – wire outgoing point - of AC 220V / 50Hz input of +/- 3 KW power supply and AC 220V / 50Hz double sided socket plug mounted on the floor as per layout of the cubicle plan complete with protective covers, isolators and appropriate circuit protection, to connect machines. Installation to comply with SANS 10142-1 and the OHS Act complete and ready for use.	No	10		
g	**Industry 4,0 and Industrial Robot Cubicle** to be fitted with single phase three – wire outgoing point of AC 220V / 50Hz input of +/- 3 KW power supply and AC 220V / 50Hz double sided socket plug mounted on the floor as per layout of the cubicle plan complete with protective covers, isolators and appropriate circuit protection, to connect machines. Installation to comply with SANS 10142-1 and the OHS Act complete and ready for use.	No	6		
h	**Industry 4,0 and Industrial Robot Cubicle** to be fitted with single – phase three – wire outgoing point of AC 220V / 50Hz input of +/- 3 KW power supply and AC 220V / 50Hz double sided socket plug mounted on the floor as per layout of the cubicle plan complete with protective covers, isolators and appropriate circuit protection, to connect machines.. Installation to comply with SANS 10142-1 and the OHS Act complete and ready for use.	No	4		
i	**Meeting/ Board Room Cubicle** to be fitted with a single – phase three – wire outgoing point of AC 220V / 50Hz input of +/- 3 KW power supply and AC 220V / 50Hz double sided socket plug mounted on the floor as per layout of the cubicle plan complete with protective covers, isolators and appropriate circuit protection, to connect machines. Installation to comply with SANS 10142-1 and the OHS Act complete and ready for use.	No	6		
j	**Two Staff Office Cubicles** to be fitted with a single – phase three – wire outgoing point of AC 220V / 50Hz input of +/- 3 KW power supply and AC 220V / 50Hz double sided socket plug mounted on the floor as per layout of the cubicle plan complete with protective covers, isolators and appropriate circuit protection, to connect machines. Installation to comply with SANS 10142-1 and the OHS Act complete and ready for use.	No	7		
k	**Reception Area** to be fitted with single – phase three – wire outgoing point of AC 220V / 50Hz input of +/- 3 KW power supply and AC 220V / 50Hz double sided socket plug mounted on the wall as per layout of the cubicle plan complete with protective covers, isolators and appropriate circuit protection, to connect machines. Installation to comply with SANS 10142-1 and the OHS Act complete and ready for use.	No	2		
	Electrical Finishes				
a	Supply and install **distribution boards, circuit protection and safety systems**, including suitably rated **MCBs, earth leakage units, earthing and bonding**, sized to suit connected loads for both three-phase and single-phase circuits, complete.	Sum	1		
b	**Testing, commissioning and certification** of the complete electrical installation, including functional testing, labelling, verification, and issue of a **valid Certificate of Compliance (CoC)**.	Sum	1		
	SECTION 8:				
	BILL NO 8:				
8	**MECHANICAL / ELECTRICAL DISMANTLING WORKS**				
a	**Dismantle existing diesel heater** including all associated components, fixtures, and **secured electrical wiring contained within PVC conduits**, in a safe and controlled manner. Disconnect and isolate the heater from all fuel and electrical supply sources in compliance with safety regulations. Remove the heater unit, fuel lines, and all ancillary components without causing damage to the unit or surrounding structures. All electrical wiring connected to the heater shall be carefully handled, disconnected, and preserved. Transport and store the dismantled heater and associated components safely in the storage area identified by the project office.	No.	1		
	SECTION 9:				
	BILL NO 9:				
9	**INSTALLATION OF INTEGRATED LIGHTING**				
	Supply and install fluorescent recessed ceiling lights into suspended ceiling in accordance with **SANS standards**, the **National Building Regulations** and the **OHS Act**, including all labour, materials, fixings, access, setting out, making good and complete to include:				
a	Fluorescent **recessed ceiling light fittings** integrated into the suspended ceiling grid (allow **1 light per ±10 m²**), including wiring, fixings, connection and testing	No.	25		
b	**Perimeter trims, shadowline angles and accessories**, including interfaces with walls, bulkheads and services	m²	250		
c	**Testing, commissioning and handover** of the complete ceiling and lighting installation, including alignment checks, cleaning and making good	Sum	1		
	SECTION 10:				
	BILL NO 10:				
10	**MECHANICAL – AIR-CONDITIONING & VENTILATION**				
a	**Provide, supply, install, test and commission a complete air-conditioning system** to serve all workshops, offices, boardroom, reception and exhibition areas, complete, designed to provide adequate **thermal comfort, ventilation and energy efficiency**, in compliance with applicable **SANS standards**, **National Building Regulations** and the **OHS Act**, complete in all respects. **S ystem capacity (BTU 36 000 or above or equivalent system to be determined based on the room size, occupancy, heat load ans equipment usage.**	Sum	1		
b	Supply and install **inverter-type air-conditioning indoor units** (high-wall or cassette type), sized in accordance with heat-load requirements, complete with mounting brackets, drain piping and accessories (allow **1 unit per ±45 m²**).	No.	10		
c	Supply and install **matching outdoor condenser units**, including anti-vibration mounts, weather protection and all associated fixings.	No.	10		
d	Supply and install **refrigerant piping**, insulation, condensate drainage, cabling and interconnections between indoor and outdoor units, neatly installed and properly supported.	Sum	1		
e	Supply and install **electrical connections**, including isolators, cabling, breakers and integration into existing electrical distribution.	Sum	1		
f	**Testing, commissioning and balancing** of the complete air-conditioning system, including operational testing, temperature checks, user handover and issue of commissioning documentation.	Sum	1		
11	**PROVISIONAL SUM**				
a	Percentage mark-up for materials not listed in the BoQ	Item	5%		
b	Percentage markup for the hire or use of his own specialized equipment proof of cost per/hr must be submitted with invoices	Item	5%		
			Carried to final summary		
				SUB TOTAL	
				ADD VAT @ 15%	
				TOTAL AMOUNT	



Drawing 1: Installation of Prefabricated Structures



Drawing 2: Electrical Installations

Drawing 3: Electrical Lights

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder……	Bid number: **DHET179**
Closing Time **11:00**	Closing date: **6 November 2026**

OFFER TO BE VALID FOR **240** DAYS FROM THE CLOSING DATE OF BID.

TOTAL BID PRICE AS PER THE BILL OF QUANTITIES IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED): R _____

- Required by: …….
- At: …….

  ……
- Brand and model …….
- Country of origin …….
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) …….
- Period required for delivery …….

  *Delivery: Firm/not firm
- Delivery basis …….

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

higher education & training
Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise, employed by the state?

YES	NO

*Select **(x)** the correct box*

2.1.1 If yes, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the Department of Higher Education & Training?

YES	NO

*Select **(x)** the correct box*

2.2.1 If so, furnish particulars:

……
……

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related[2] enterprise whether or not they are bidding for this contract?

*Select **(x)** the correct box*

YES	NO

The department will use CSD and CIPC to verify information

2.3.1 If so, furnish particulars (an additional schedule with the heading "Additional Declaration" may be included:

…….
…….

3 DECLARATION

I, the undersigned, (name)……. in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted

where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE

……	…….
Signature	Date
……	……
Position	Name of bidder

[1] the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise

[2] "related" as referred to in the Companies Act 2008, Act No 71 of 2008, section 2(1)(a)-(c). The Department reserves the right to access the Central Supplier Database (CSD), Companies Intellectual Property Commission (CIPC) or any other system to verify information

[3] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

higher education & training
Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The applicable preference point system for this tender is the

1.2.1 **80/20** preference point system;

1.2.2 **90/10** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 The maximum points for this tender are allocated as follows:

	80/20	90/10
PRICE	**80**	**90**
SPECIFIC GOALS	**20**	**10**
Total points for Price and SPECIFIC GOALS	**100**	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to

preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) "**Consortium or joint venture"** means an association of individuals, companies, or organisations for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity to respond to a tender and participating in common activity of execution through concluding a contract or written agreement stipulating their roles and responsibilities.

(b) **"tender or bid"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(c) **"price"** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.

(d) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(e) "**Sub-contracting"** means the primary contractor's assigning or leasing or making out work to or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

(f) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(g) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. Points awarded for price.

3.1.1 The 80/20 or 90/10 Preference Point Systems

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. Formulae for disposal or leasing Of State Assets and Income Generating

Procurement

3.2.1. **Points awarded for Price**

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$\boldsymbol{Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)} \text{ or } \boldsymbol{Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)}$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

(c) then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: The table below provides the specific goals, its criteria of measurement for a tenderer to qualify for a maximum of 20 points (80/20) OR 10 points (90/10) based on the proof submitted. Please compete the table selecting the relevant 80/20 OR 90/10 as advertised:

APPLICATION OF SPECIFIC GOALS IN THE WHITE PAPER ON RDP; & THE CODE OF GOOD PRACTICE IN B-BBEE: DHET PREFERENTIAL PROCUREMENT									
				80/20		CLAIM	EVIDENCE		
NO	SPECIFIC GOAL	REFERENCE	CRITERIA	Specific Goal Contribution	Points Claimed	Bidder must tick (x) next to points claimed	PROOF/ EVIDENCE	Indicate if evidence is provided, & specify	
1	Person historically disadvantaged on the basis of race	RDP 1.4.4; 3.1.4	100% black owned	65.00	7.85		Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD (Central Supplier Database).	Yes	No
			75%-99% black owned	50.00	6.04			specify	
			60%-74% black owned	40.00	4.83				
			51%-59% black owned	30.00	3.63				
			0-50% black owned	10.00	1.21				
			None	0.00	0.00				
2	Persons historically disadvantaged on the basis of gender	RDP 1.4.4; 3.1.4; 3.2.7; 7.7	100% women owned	40.00	4.83		Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD (Central Supplier Database).	Yes	No
			75%-99% women owned	30.00	3.63			specify	
			60%-74% women owned	20.00	2.42				
			51%-59% women owned	10.00	1.21				
			0-50% women owned	5.00	0.60				
			None	0.00	0.00				
3	Persons historically disadvantaged on the basis of disability	RDP 7.7	100% owned by persons with disabilities	0.50	0.06		Certified medical certificate or substantive proof.	Yes	No
			75%-99% owned by persons with disabilities	0.30	0.04			specify	
			60%-74% owned by persons with disabilities	0.20	0.02				
			0-59% owned by persons with disabilities	0.10	0.01				
			None	0.00	0.00				
4	Development of Youth	RDP 1.4.6; 7.7	100% youth owned	25.00	3.02		Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD (Central Supplier Database) to be 35 years and younger	Yes	No
			75%-99% youth owned	15.00	1.81			specify	
			60%-74% youth owned	10.00	1.21				
			51%-59% youth owned	5.00	0.60				
			0-50% youth owned	2.50	0.30				
			None	0.00	0.00				
5	Development of SMMEs	RDP 3.10; 3.1.4	EME	35.00	4.23		BBBEE certificate or sworn affidavit for EME or QSE; Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration.	Yes	No
			QSE	20.00	2.42			specify	
			GEN	0.00	0.00				
			None	0.00	0.00				
			TOTAL	**165.50**	**20.00**	**165.5**			

LEGEND FOR CLAIMING POINT IN TABLE 1

- ***Tenderer may claim points in respect of the five (5) specific goals in the table;***
- ***The evidence provided will be verified by the Department, who reserves the right to amend or ignore points claimed if incorrect or no/irrelevant evidence provided.***

- ***Points claimed- must be valid at the time of closing date of tender (excluding tax information that must be valid at the date of award);***
- ***A tenderer that fails to claim points for specific goals as per Table 1will not be disqualified but will not qualify points for specific gaols;***
- ***The following as a minimum requirement of valid evidence is to be submitted:***

Person historically disadvantaged on the basis of race	• Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD (Central Supplier Database).
Person historically disadvantaged on the basis of gender	• Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD (Central Supplier Database).
Persons historically disadvantaged on the basis of disability	• Certified medical certificate or substantive proof.
Development of Youth	• Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration, copies of ID's as well as CSD (Central Supplier Database) to be 35 years and younger
Development of SMMEs	• BBBEE certificate or sworn affidavit for EME or QSE; Copy of CIPC (Companies and Intellectual Property Commission) shareholder registration.

5. ADJUDICATION USING A POINT SYSTEM

5.1. The tenderer obtaining the highest number of points will be awarded the contract.
5.2. Preference points shall be calculated after prices have been brought to a comparative basis.
5.3. Points scored will be rounded off to 2 decimal places.

6. POINTS AWARDED FOR BLACK PEOPLE, YOUTH, WOMEN, SMMES AND PEOPLE WITH DISABILITIES

6.1. Points for Black people, Youth, Women, SMME and People with Disabilities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed:

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by Black people, Youth, Women, SMME and People with disabilities.

NOP = The maximum number of points awarded for equity ownership by Black people, Youth, Women, SMME and People with disabilities in that specific category.

EP = The percentage of equity ownership by Black people, Youth, Women, SMME and People with disabilities within the enterprise or business.

In case of sub-contracting, points will be awarded to the main contractor based on ownership.

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1. Name of firm :.....

7.2. VAT registration number :.....

7.3. Company registration number :…….....

7.4. **Type of company/ firm**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

7.4.1. **Describe principal business activities.**

……

……

……

……

……

7.4.2. **Company classification**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

7.4.3. **Total number of years the firm has been in business?**

……

7.5. **Consortium / Joint Venture**

7.5.1 A consortium or joint venture will qualify for points on evaluation of their specific goals as a legal entity, provided that the entity submits the requisite documents.

7.5.2 A consortium or joint venture will qualify for points on evaluation of their specific goals as an unincorporated entity, provided that each entity submits their requisite, information regarding points claimed.

7.5.3 Points for Black people, Youth, Women, SMME and People with Disabilities are calculated based on the percentage of the contract value managed or executed by their Black people, Youth, Women, SMME and People with disabilities. The following formula is prescribed:

NEP = NOP x CVM/100

Where

NEP = Points awarded for equity ownership by Black people, Youth, Women, SMME and People with Disabilities

NOP = The maximum number of points awarded for equity ownership by Black people, Youth, Women, SMME and People with Disabilities in that specific category

CVM = The percentage of the contract value managed by JV partner.

8. BID DECLARATION

8.1. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) **If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –**

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

	…….
	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	…….
DATE:	……
ADDRESS:	……
	……
	……

higher education & training

Department:
Higher Education and Training
REPUBLIC OF SOUTH AFRICA

COMPULSORY DOCUMENT (*PLEASE COMPLETE AND SIGN)*

TO BE SUBMITTED WITH THE RFQ/BID RESPONSE.

PERMISSION BY BIDDER:

On behalf of:

_____ (*Company name*)

I, Prof/Dr/Mr/Ms _____ (duly authorized), hereby grant permission, in terms of the **Protection of Personal Information Act, 2013 (Act 4 of 2013)**, (POPI Act), to the Department of Higher Education and Training, to utilse all information contained in the Bid documents and Quotation submitted to the Department of Higher Education and Training , for purposes of procurement.

Designation: _____

Signed: _____

Date: _____

NB: Bidder may be disqualified if completed form is not submitted with Bid Documents

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding

immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of 5.1 The supplier shall not, without the purchaser's prior written consent, **contract** disclose the contract, or any provision thereof, or any specification, **documents** plan, drawing, pattern, sample, or information furnished by or on **and** behalf of the purchaser in connection therewith, to any person other **information;** than a person employed by the supplier in the performance of the **inspection.** contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses 8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract 18.1 No variation in or modification of the terms of the contract shall be **amendments** made except by written amendment signed by the parties concerned.

19. Assignment 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the 21.1 Delivery of the goods and performance of services shall be made by **supplier's** the supplier in accordance with the time schedule prescribed by the **performance** purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination 23.1 The purchaser, without prejudice to any other remedy for breach of **for default** contract, by written notice of default sent to the supplier, may

terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or

rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxe
fees, etc., incurred until delivery of the contract
purchaser.

32.3 No contract shall be concluded with any bidder whose ta
in order. Prior to the award of a bid the Departm
possession of a tax clearance certificate, submitted by
certificate must be an original issued by the South
Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Departm
Industry shall be applicable to all contracts that are s
obligation.

Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34 Prohibition of

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.